



DAVID SANDERS, PH.D.
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

December 14, 2004

Board of Supervisors
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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL OF FORM AMENDMENT TO EXTEND FAMILY
SUPPORT PROGRAM SERVICES WITH TWENTY-FOUR (24) AGENCIES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the amendment of the current Family Support Program services Agreements, in substantially similar form to that reflected in the attached Form Amendment (Attachment A), to extend the Family Support Program service Agreements for six (6) additional months from January 1, 2005 through June 30, 2005, and to increase the maximum contract amounts with the 24 agencies whose names and contract numbers are listed in Attachment B. The cost of each of the six-month extensions is \$5,880,844. The cost is 100% financed by Federal Promoting Safe and Stable Families (PSSF) funding with no net County cost. Sufficient funding for Family Support Program services is included in Fiscal Year (FY) 2004-05 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or designee, to execute the Amendments for each six-month extension period with the agencies and in the amounts listed on Attachment B; and instruct the Director of DCFS, or designee, to notify the Board and the Chief Administrative Office (CAO) in writing of the execution of these amendments within ten (10) work days of the date of their execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The current Family Support Program service Agreements expire on December 31, 2004. The purpose of the recommended actions is to extend the term of the current Agreements listed in Attachment B for six additional months through June 30, 2005, and to fund the additional six months of services to be provided by these agencies.

The six-month extensions, will allow DCFS time to develop and complete a new consolidated Request for Proposal (RFP) designed to coordinate and redesign service delivery with other social service providers in Los Angeles County into a continuum of services for children and families. The consolidated RFP will enable DCFS to ensure Family Support, Family Preservation, Time-Limited Family Reunification and Adoption Promotion and Support Services are provided based on the most recent Federal mandates.

Additionally, an existing Memorandum of Understanding (MOU) with the Department of Parks and Recreation will be extended for an additional six-months. The MOU with the Department of Parks and Recreation will provide Family Support services to children and families at various parks and recreation centers throughout Los Angeles County.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of unanticipated delays and unresolved issues in DCFS' attempt to consolidate the RFP.

Without approval of the recommended actions, Family Support Program services will no longer be available to families and children after December 31, 2004 and would jeopardize the safety and welfare of children throughout the County of Los Angeles.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan Goals 1 (Service Excellence) and 5 (Children and Families' Well-Being). The recommended actions will provide continued access to Family Support Program services and collaborate/integrate services for children and families across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The total cost for the Amendments to extend the Agreements with the 24 current contractors for six months is \$5,880,844. The cost of the MOU with the Department of Parks and Recreation for the six months extension is \$193,734. The total Family Support program costs for the six-month extension period is \$6,074,578. These costs

are fully financed using federal PSSF funding; there is no net County cost. Sufficient funding is included in the FY 2004-05 Adopted Budget. DCFS has requested and received tentative approval from the State to extend the Agreements for an additional six months. If the State does not provide final approval, the cost to continue services under these Agreements becomes net County cost; or the Agreements could be terminated by exercising the Agreement provision 30.0, Limitation of County's Obligation Due to Non-Appropriation of Funds that allows the County to terminate should funding no longer be available.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The authority for the Family Support Program service Agreements rests, in part, on the federal law that created and funded the federal Family Support Program, later renamed PSSF. The federal program seeks, among other things, to use community-based organizations to provide services to promote the safety and well being of children and families.

In April 2004, the Family Support Program service Agreements were amended to extend the Agreements to December 31, 2004 to allow DCFS sufficient time to complete the development of a new consolidated RFP to redesign service delivery in the County into a continuum of services. The new consolidated RFP was to be released in July 2004. The new RFP process has not been completed due to DCFS' commitment to collaborate with the community-based organizations and hold Stakeholders meetings throughout Los Angeles County to obtain the organizations' input in the RFP process and the performance-based outcome for the upcoming contract. As a result, it is necessary to extend the agreements through June 30, 2005 to ensure continued provision of Family Support services pending completion of the new RFP process.

Federal PSSF funding, State Family Preservation funding, and net County cost finance the cost of the four categories of services (Family Support, Family Preservation, Time-Limited Family Reunification and Adoption Promotion and Support services). Federal PSSF funding requires at least 20 percent of the funding be allocated to each of these services categories. The new consolidated RFP will ensure this federal mandate is met.

DCFS has requested approval from the State to extend the Family Support Agreements for a six-month period, through June 30, 2005. DCFS received a conditional approval from the State pending submission of a detailed action plan describing how the County will move into compliance with federal expenditure requirements. DCFS submitted the required Action Plan to the State on September 30, 2004.

The Form Amendment includes revised Budgets to reflect the six-month extension. DCFS reviewed the Agreement and Amendments for these 24 agencies and found them

to be in compliance with all Board mandated provisions including Contractor Debarment and Child Support compliance.

The Department has evaluated the twenty-four agencies listed on Attachment B and determined that they are in compliance with all Board, Chief Administrative Officer and County Counsel requirements. The Department has also evaluated the listed agencies and has determined that they continue to be responsible contractors. This Board Letter and Form Amendment have been reviewed by County Counsel and CAO. County Counsel approved the Form Amendment as to form.

CONTRACTING PROCESS

The State approval of the six-month extension was contingent upon receiving a detailed action plan describing how DCFS plans to comply with federal expenditure requirements. DCFS submitted the action plan asked for by the State to grant the extension within the required time frame.

The Amendments extending the term of the underlying contracts were procured through a negotiation process. DCFS has evaluated and determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply to the recommended Agreements or to these amendments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continued availability of Family Support services is paramount to the prevention of child abuse and neglect by promoting child safety, empowering families, and facilitating healthy parent-child relationships. Approval of the Amendments will allow the current Family Support service providers to utilize PSSF funding to provide Family Support services within their respective communities for up to six additional months.

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CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of County Counsel, Children's Services
Attention: Rose Belda, Principal Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:WC:RML:bv

Attachments (4)

- c: Chief Administrative Officer
Commission for Children and Families

FORM AMENDMENT
TO AGREEMENT NUMBER <Contract Number>
BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

“AGENCY NAME”

FOR

FAMILY SUPPORT PROGRAM SERVICES

December 2004

**AMENDMENT NUMBER _____ TO FAMILY SUPPORT PROGRAM) SERVICES
AGREEMENT NUMBER _____ WITH <AGENCY NAME>**

This Amendment Number ____ (hereafter, Amendment Number ____) to the Family Support Program Services Agreement Number _____, as previously amended, is made and entered into at Los Angeles, California this _____ day of _____ 2004, by and between the County of Los Angeles (hereafter, COUNTY) and _____ (hereafter, CONTRACTOR).

WHEREAS, the parties have previously entered into an Agreement to provide Family Support Program Services;

WHEREAS, the purpose of this Amendment is to extend Family Support Program Services for six (6) additional months; through June 30, 2005; and

WHEREAS, pursuant to Section 2.0, **CHANGES AND AMENDMENTS**, Sub-section 2.2 of the Agreement, the following changes are made to the Agreement;

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, the Agreement is amended as follows:

1. Section 1.0, **APPLICABLE DOCUMENTS**, subsection 1.1 and sub-section 1.2 are amended and restated in their entirety to read as follows:

- 1.1 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-5, A-6, A-7, A-8, A-9, A-____ and Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9, B-____ and C, D, E, F, G, H, I, J, K, and L are incorporated by reference to form a part of this Agreement.

- 1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9 and A-____ –
Statement of Work

Exhibit B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 and B-____ –
Program Budget

Exhibit C – Sample Contract Agreement

Exhibit D – Employee Acknowledgment and Confidentiality Agreement

Exhibit E – Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification

Exhibit F – Community Business Enterprise Form (CBE)

Exhibit G – Contract Accounting and Administrative Handbook

Exhibit H – Office of Management and Budget Circular A-122, "Cost Principles for Non-profit Organizations"

Exhibit I – Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions"

Exhibit J – Internal Revenue Service Notice 1015

Exhibit K – Contractor Employee Jury Service

Exhibit L – Safety Surrendered Baby Law

2. Section 4.0, **TERM AND TERMINATION**, is amended in part to add Sub-section 4.5 as follows:

- 4.5 The term of the Agreement shall be extended six-months through June 30, 2005 unless terminated earlier as provided herein.

3. Section 5.0, **CONTRACT SUM**, is amended in part to restate Sub-section 5.2 and amend section 5.8 to read as follows:

- 5.2 The maximum contract sum under the terms of this Agreement shall be the maximum monetary amount payable by COUNTY to CONTRACTOR as specified in Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8, B-9 and B-10, Program Budget, for supplying tasks, deliverables, goods, services, and other work specified herein under this Agreement. In no event shall this Agreement give rise to a charge on any other funds of COUNTY.

- 5.8 The maximum contract sum for the six-month extension from January 1, 2005 through June 30, 2005, shall not exceed \$_____. In no event shall this Agreement give rise to a charge on any other funds of the COUNTY.

4. Section **51.0, CHILD SUPPORT COMPLIANCE PROGRAM** is deleted in its entirety and replace as follows:

51.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

51.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

51.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

51.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 51.0 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 28.0, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

5. Section **54.0, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT** is deleted on its entirety and replace as follows:

54.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

54.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

54.2 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

54.3 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor hearing Board.

54.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative

shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 54.5 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

These terms shall also apply to subcontractors of COUNTY CONTRACTORS.

6. Exhibit A-____, **Statement of Work**, is attached hereto and incorporated by reference as a part of the Agreement.
7. Exhibit B-____, **BUDGET**, is attached hereto and incorporated by reference as part of the Agreement.
8. **EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT NUMBER _____, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AND ITS PRIOR AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER ____ TO THE FAMILY SUPPORT PROGRAM
SERVICES AGREEMENT WITH <AGENCY NAME>**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director, or his designee, of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

DAVID SANDERS, PH.D., DIRECTOR
Department of Children and Family Services

<AGENCY'S NAME>

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

Tax Identification Number

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

By _____
Thomas P. Fagan
Deputy County Counsel

FAMILY SUPPORT PROGRAM SERVICES

AGREEMENT NO.	AMENDMENT NO.	AGENCY	FY 2004-05 ALLOCATION	Jan 1 -Jun 30, 2005 ALLOCATION (6 mos. Extension)	SERVICE PLANNING AREA (SPA)
70936	10	Antelope Valley Child Abuse Center	\$331,603	167,404	1
70954	10	Boys & Girls Club of San Fernando Valley	204,326	103,150	2
70953	10	Santa Clarita Child and Family Center	229,291	115,753	2
70917	10	Community Family Guidance Center	39,849	20,117	7
70984	10	El Proyecto del Barrio	247,120	124,754	2
70915	10	Friends of The Family	391,912	197,849	2
70985	10	Glendale Unified School District	306,264	154,612	2
70986	10	Hathaway Children & Family Services	318,272	160,674	4
70916	10	Helpline Youth Counseling, Inc.	619,237	312,611	7
70987	10	Hillsides Home for Children	440,478	222,367	4
70933	10	Human Services Association	188,787	95,306	7
70988	10	Keep Youth Doing Something (KYDS)	478,179	241,400	2
70948	10	Korean Youth and Community Center	400,436	202,153	4
70952	10	Mental Health Assn of the Pasadena Area	453,006	228,692	3
70934	10	Pacific Clinics	184,430	93,106	3
70989	10	Para Los Ninos	374,471	189,045	4
70949	10	Pico Union Westlake Cluster Network	290,000	146,401	4
70935	10	Pomona Valley Youth Employment	398,425	201,138	3
70951	12	Santa Anita Family Service	962,924	486,115	3
70990	11	Soledad Enrichment Action, Inc.	777,935	392,726	7
70906	11	South Bay Center for Counseling	1,860,911	939,447	8
70910	10	The Mar Vista Center	484,548	244,615	5
70950	10	The Shields for Families Inc.	894,803	451,725	6
70937	11	Youth Opportunities Unlimited, Inc.	771,909	389,684	6
		TOTAL	\$11,649,117	\$5,880,844	